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MTC-1344-K
ASSIGNMENT OF RENTS

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Loan Number 2152

On this 31st day of July, 19 84, in order to secure an indebtedness of THREE HUNDRED THIRTY THOUSAND AND NO/100THS DOLLARS (\$330,000.00), L. A. Swetland and Cheryl J. Swetland

executed a Trust Deed of even date herewith, in favor of Citizens Financial Services Joint Venture No. 2152

hereinafter referred to as the Beneficiary on property described as follows:

Parcel I: Lots 8, 9 and 10, Block 1 of CANAL ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Parcel II: Lot 4 and the Southwest 15 feet of Lot 3, Block 40, ORIGINAL TOWN OF LINKVILLE, now City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

and, whereas, said Beneficiary is the holder of said Trust Deed and the note secured thereby:

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned hereby assign, transfer and set over unto said Beneficiary, and/or its successors and assigns, all the rents now due or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use or occupancy of any part of the premises herein described, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Beneficiary under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails hereunder unto the Beneficiary and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned do hereby irrevocably appoint the Beneficiary the agent of the undersigned for the management of said property, and do hereby authorize the Beneficiary to let and re-let said premises or any part thereof, according to its own discretion, and to bring and defend any suits in connection with said premises in its own name or in the name(s) of the undersigned, as it may consider expedient, and to make such repairs to the premises as it may deem proper or advisable and to do anything in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the Beneficiary may do.

It is understood and agreed that the Beneficiary shall have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the Beneficiary, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of said premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing said premises and collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary.

It is further understood and agreed, that in the event of the exercise of this assignment, the undersigned will pay rent for the premises occupied by the undersigned at the prevailing rate per month for each room, and a failure on the part of the undersigned to promptly pay said rent on the first day of each and every month shall, in and of itself constitute a forcible entry and detainer and the Beneficiary may in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of said premises. This assignment and power of attorney shall be binding upon and insure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a Covenant running with the land, and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the said Beneficiary shall have been fully paid, at which time this assignment and power of attorney shall terminate.

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It is understood and agreed that the Beneficiary will not exercise hereunder its rights under this Assignment until after default in any payment secured by the Trust Deed or after a breach of any of its covenants.

The failure of the Beneficiary to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Beneficiary of its right of exercise thereafter.

IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this 31st day of July, 19 84

By: [Signature]

L. A. Swetland

By: [Signature]

Cheryl J. Swetland

State of Oregon

County of Klamath

I, the undersigned, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

L. A. Swetland and Cheryl J. Swetland

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes set forth.

GIVEN under my hand and Notarial Seal, this 31st day of July, 19 84 .

This instrument was prepared by:
Citizens Financial Services, Inc.

Record and return to:
Citizens Financial Services, Inc.
1004 Biddle Road
Medford, OR 97504

[Signature]
Notary Public

STATE OF OREGON,)
County of Klamath)
Filed for record at request of

on this 31 day of July A.D. 19 84
at 4:09 o'clock P M, and duly
recorded in Vol. M84 of Mortgages
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EVELYN BIEHN, County Clerk

By [Signature] Deputy

Fee 8.00